

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,
Plaintiff,
v.
THOMAS J. BARRACK, JR.,
Defendant.

No. CR 2:21-MJ-3402

**ORDER SETTING
CONDITIONS OF RELEASE**

The Court hereby ORDERS the defendant Thomas J. Barrack, Jr. ("Defendant") be released on bail under the following conditions:

1. A bond in the amount of \$250 million secured by (1) \$5 million in cash that has been deposited and is held in the trust account of Paul Hastings LLP pending further direction from the Court; and (2) the property specified in the Appearance Bonds signed by each of the three sureties, Rachelle Barrack, Thomas J. Barrack, III, and Jonathan Grunzweig, and submitted to the Court.

2. Defendant shall submit to Pretrial Services Agency ("PSA") supervision as directed by PSA.

1 3. Defendant shall surrender all passports and travel documents to
2 PSA no later than July 23, 2021, sign a Declaration re Passport and Other
3 Travel Documents (Form CR-37), and shall not apply for a passport or other
4 travel document during the pendency of this case.

5 4. Defendant shall reside as approved by PSA, and Defendant shall
6 not relocate without prior permission from PSA.

7 5. Defendant shall have no contact with the first named defendant
8 in Eastern District of New York matter No. 1:21-cr-00371(BMC)(TAM), or
9 with any officials of the United Arab Emirates or the Kingdom of Saudi
10 Arabia or their associates. Defendant shall have no contact with the third
11 named defendant in Eastern District of New York matter No. 1:21-cr-
12 00371(BMC)(TAM), other than in the company of their respective counsel.

13 6. Defendant shall travel only by road or common air carrier.

14 7. As directed by the government, and subject to further order of the
15 United States District Court for the Eastern District of New York, Defendant
16 shall appear in that Court on Monday, July 26, 2021 (the "EDNY Initial
17 Hearing"). In advance of travel to the EDNY Initial Hearing, Defendant will
18 remain in the Central District of California, and shall remain and travel in
19 the company of his counsel of record, Matthew J. Herrington of Paul Hastings
20 LLP. Within 24 hours of notice being provided of the EDNY Initial Hearing
21 schedule, Defendant shall provide a complete travel itinerary to the
22 government.

23 8. After the EDNY Initial Hearing, travel shall be restricted to the
24 Central District of California, the Eastern District of New York, and the
25 Southern District of New York. Written advanced notice shall be provided to
26 government of all itineraries not less than three business days in advance of
27 travel between these districts.
28

1 9. As directed by the government, and subject to further order of the
2 United States District Court for the Eastern District of New York, on the day
3 of the EDNY Initial Hearing Defendant shall report to EDNY Pretrial
4 Services, shall agree to such telephone and/or internet contact protocol as is
5 directed, and shall submit to GPS monitoring, at his own expense.

6 10. Defendant shall participate in the following Location Monitoring
7 Program and abide by all of the requirements of the Program and any
8 indicated restrictions, under the direction of PSA:

9 Location Monitoring with a bracelet;

10 Global Positioning System (GPS);

11 Release to PSA only for placement of the bracelet;

12 Curfew: Defendant is restricted to his residence as directed by
13 PSA.

14 11. Defendant shall not transfer any funds overseas or engage in any
15 financial transaction with any overseas counterparty. Defendant shall not
16 engage in any domestic financial transactions in excess of \$50,000 (excepting
17 normal and customary payment of attorneys' fees, and including but not
18 limited to any transactions involving publicly held securities of any
19 description) without the prior written consent of the government.

20 12. Defendant shall obtain from PSA a copy of the General Conditions
21 of Release and is ordered to comply with those conditions.

22 13. Defendant shall comply with all local, state, and federal
23 guidelines regarding COVID-19.
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1 14. Defendant shall provide a copy of these release conditions and the
2 general release conditions to all of the sureties.

3
4 IT IS SO ORDERED.

5
6 *J. Patricia Donahue*
7 _____
8 HON. PATRICIA DONAHUE
9 UNITED STATES MAGISTRATE JUDGE

10 DATED: July 23, 2021
11 Los Angeles, CA
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UNITED STATES DISTRICT COURT

for the

Central District of California



United States of America)

v.)

Thomas J. Barrack, Jr.) Case No. 2:21-3402M

Defendant)

APPEARANCE BOND

Defendant's Agreement

I, Thomas J. Barrack Jr. (*defendant*), agree to follow every order of this court, or any court that considers this case, and I further agree that this bond may be forfeited if I fail:

- (☒) to appear for court proceedings;
 (☒) if convicted, to surrender to serve a sentence that the court may impose; or
 (☒) to comply with all conditions set forth in the Order Setting Conditions of Release.

Type of Bond

() (1) This is a personal recognizance bond.

() (2) This is an unsecured bond of \$ _____.

(☒) (3) This is a secured bond of \$ 250,000,000.00, secured by:

(☒) (a) \$ 5,000,000.00, in cash deposited **at the direction of** ~~with the court.~~

(☒) (b) the agreement of the defendant and each surety to forfeit the following cash or other property
(describe the cash or other property, including claims on it — such as a lien, mortgage, or loan — and attach proof of ownership and value):

-21,239,192 DigitalBridge Operating Company, LLC OP Units (see Digital Bridge-Barrack agreement letter)
 -Primary residences of Tom Barrack; T.J. Barrack III; R. Barrack; J. Grunzweig (see letters to EDNY USAO)

If this bond is secured by real property, documents to protect the secured interest may be filed of record.

() (c) a bail bond with a solvent surety (*attach a copy of the bail bond, or describe it and identify the surety*):

Forfeiture or Release of the Bond

Forfeiture of the Bond. This appearance bond may be forfeited if the defendant does not comply with the above agreement. The court may immediately order the amount of the bond surrendered to the United States, including the security for the bond, if the defendant does not comply with the agreement. At the request of the United States, the court may order a judgment of forfeiture against the defendant and each surety for the entire amount of the bond, including interest and costs.

Judge's signature

AD 98 (Rev. 12/11) Appearance Bond

Release of the Bond. The court may order this appearance bond ended at any time. This bond will be satisfied and the security will be released when either: (1) the defendant is found not guilty on all charges, or (2) the defendant reports to serve a sentence.

Declarations

Ownership of the Property. I, the defendant – and each surety – declare under penalty of perjury that:

- (1) all owners of the property securing this appearance bond are included on the bond;
- (2) the property is not subject to claims, except as described above; and
- (3) I will not sell the property, allow further claims to be made against it, or do anything to reduce its value while this appearance bond is in effect.

Acceptance. I, the defendant – and each surety – have read this appearance bond and have either read all the conditions of release set by the court or had them explained to me. I agree to this Appearance Bond.

I, the defendant – and each surety – declare under penalty of perjury that this information is true. (See 28 U.S.C. § 1746.)

Date: 07/22/2021

Rachelie Barrack

Surety property owner – printed name

Thomas J. Barrack, III

Surety property owner – printed name

Jonathan Grunzweig

Surety property owner – printed name

Defendant's signature

Rachelie Barrack

Surety property owner – signature and date

Surety property owner – signature and date

Surety property owner – signature and date

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Approved:

Date:

Judge's signature

AO 98 (Rev. 12/11) Appearance Bond

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Date: 07/22/2021

Defendant's signature

Rachelle Barrack

Surety/property owner – printed name

Surety/property owner – signature and date

Thomas J. Barrack, III

Surety/property owner – printed name

Surety/property owner – signature and date

Jonathan Grunzweig

Surety/property owner – printed name

 7/22/21
Surety/property owner – signature and date

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Approved.

Date: _____

Judge's signature

AO 98 (Rev. 12/11) Appearance Bond

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Defendant's signature


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Surety/property owner – printed name

Surety/property owner – signature and date

Thomas J. Barrack, III

Surety/property owner – printed name

 7/22/21
Surety/property owner – signature and date

Jonathan Grunzweig

Surety/property owner – printed name

Surety/property owner – signature and date

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Approved.

Date: _____

Judge's signature

Print

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